

RELEASE OF LIABILITY, INDEMNITY AGREEMENT,
AND
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS,
HAZARDS AND DANGERS

I HEREBY ACKNOWLEDGE THAT I am a guest of Paisano Cattle Co., LLC (the “Lessee”) on certain premises located in Kendall County, Texas. That Lessee leases from Kendall Partners, Ltd. (the “Owner”) who is the owner of the premises, commonly known as the Catto-Gage Ranch (the “leased premises”). As a guest of Lessee, I will be hunting on the leased premises. Owner requires that all guests of Lessee execute this form of release **prior to** entering the leased premises. The Owner and Lessee are “Agritourism entities”, as such term is defined under the Texas Civil Practice and Remedies Code, Title 4, Chapter 75A (“Chapter 75A”).

I further ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, HAS BEEN OR IS MADE by the Lessee or Owner as to the condition of any roads, buildings, blinds, gates, or other improvements on the leased premises; that DANGEROUS CONDITIONS EXIST on the leased premises, including but not limited to the risk of death or injury due to the discharge of firearms; and THAT THIS DOCUMENT IS SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in hunting and outdoor recreation on the leased premises and in the use of the improvements situated thereon, and that the activities that I desire to undertake and my presence on the leased premises EXPOSE ME AND MY PROPERTY TO DANGEROUS CONDITIONS, including, but not limited to: poisonous snakes, insects and spiders; blinds and tree stands erected by Owner for Owner’s use, or by the Lessee, for its use; erosion and general condition of the land both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, which may be diseased or otherwise potentially dangerous; deep water; persons with firearms, both on and off the leased premises; and use of vehicles for a purpose for which they are not intended. I further understand and agree that I HEREBY EXPRESSLY ASSUME ALL SUCH RISKS, HAZARDS AND DANGERS, with the understanding that I am voluntarily exposing both myself and my property to them while on the leased premises.

In consideration for the right for me to enter the leased premises as an “Agritourism Participant” (as defined under Chapter 75A of the Texas Civil Practice and Remedies Code) as a guest of Lessee, and to participate in an “Agritourism Activity” (as defined under Chapter 75A of the Texas Civil Practice and Remedies Code) on the leased premises, I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS OWNER, LESSEE and their respective heirs, employees, family members, agents, members, partners, officers, directors, representatives, tenants, managers, successors or assigns (collectively, the “Parties”), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT, LOSSES, EXPENSES, DEMANDS, LIABILITIES, LAWSUITS, AND DAMAGES, INCLUDING ATTORNEYS’ FEES (COLLECTIVELY, THE “CLAIMS”), RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WISE RESULTING FROM, MY ENTRY UPON AND USE OF THE LEASED PREMISES AND ALL IMPROVEMENTS

SITUATED THEREON, REGARDLESS OF WHETHER ANY CLAIM RESULTS RESULT FROM OWNER'S OR LESSEE'S NEGLIGENCE OR GROSS NEGLIGENCE.

I hereby covenant and agree for myself, my heirs, successors and assigns, that **I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY OF THE PARTIES.**

The undersigned agrees that he or she has read the foregoing Release of Liability in its entirety, fully understands its contents, and understands and acknowledges that he or she is waiving or releasing important rights and claims by executing this agreement. The undersigned acknowledges that he or she is over 18 years of age (or is the parent or legal guardian of the minor child named below) and is of sound mind as of the date hereof. This agreement has been voluntarily executed with full knowledge of its significance and with the intent to bind the undersigned and his or her heirs, estate, executors, administrators and successors to the terms and conditions hereof.

AGREEMENT AND WARNING
(as provided under Texas Civil Practice and Remedies Code Chapter 75A)

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

Signed this _____ day of _____, _____.

USE FOR ADULT:

Signature

Printed Name

Street Address

City and State

Telephone Number

Driver's License No. and Exp. Date

Hunting/Fishing License No.

USE FOR MINOR CHILD:

Signature of Parent/Guardian

Printed Name of Parent/Guardian

City and State

Driver's License No. and Exp. Date

Printed Name Of Child

Parent/Guardian's Street Address

Parent/Guardian's Telephone Number

Minor's Hunting/Fishing License No.